

## **SETTLEMENT AGREEMENT**

This Settlement Agreement (“Settlement”) of claims brought under the Private Attorneys General Act, Labor Code § 2698 *et seq.* (“PAGA”), is made and entered into between Plaintiffs Diana Foy, Raymond Ybarra and Raymond Harris, acting in their capacity as private attorney generals, and Defendant Exel Inc. dba DHL Supply Chain.

### **I. DEFINITIONS**

The following terms, when used in this Settlement, will have the following meanings:

1. “Actions” collectively refers to the following lawsuits: *Diana Foy, et al. v. Exel Inc. dba DHL Supply Chain*, Kern County Superior Court, Case No. BCV-20-102463 (the “Foy Action”) and *Raymond Harris v. Exel Inc., dba DHL Supply Chain (USA)*, Riverside County Superior Court, Case No. CVRI2000034 (the “Harris Action”).

2. “Aggrieved Employees” consist of all current and former non-exempt employees of Defendant Exel Inc. dba DHL Supply Chain who worked in the State of California at any time between October 21, 2019 to August 15, 2021. Based on the information provided by Defendant, Plaintiffs estimate that there are approximately 5,300 Aggrieved employees.

3. “Defendant” means Exel Inc. dba DHL Supply Chain.

4. “Court” means the Superior Court of California for the County of Kern.

5. “Effective Date” means the date upon which the Court signs an Order approving the Settlement.

6. “Individual Settlement Payment” means the amount to be paid to each Aggrieved Employee based on the formula described herein.

7. “LWDA” means the California Labor and Workforce Development Agency.

8. “Gross Settlement Amount” is the non-reversionary sum of \$1,895,000.00, which represents the total amount payable under this Settlement by Defendant, including, without limitation, payments to all Aggrieved Employees, payment to the LWDA, payment of Plaintiffs’ attorneys’ fees and costs, payment of Plaintiffs’ enhancement awards, and payment to the Settlement Administrator for administration costs.

9. “Net Settlement Amount” is the amount remaining to distribute to the LWDA and Aggrieved Employees after the following amounts (subject to Court approval) are subtracted from the Gross Settlement Amount: (a) Plaintiffs’ attorneys’ fees up to one-third of the Gross Settlement Amount, currently estimated at \$631,666.66; (b) Plaintiffs’ reasonable verified litigation costs up to \$22,500.00; (c) Plaintiffs’ representative enhancement awards of \$15,000.00 (\$5,000.00 to each named Plaintiff); and (d) reasonable third-party administration costs up to \$12,250.00.

10. “PAGA” means the California Labor Code Private Attorneys General Act, California Labor Code § 2698, *et seq.*

11. “PAGA Period” means the time period between October 21, 2019 to August 15, 2021.

12. “PAGA Released Claims” means any and all claims asserted in the Actions under PAGA, or that could have been asserted in the Actions under PAGA based on the facts alleged, including but not limited to any and all claims for PAGA penalties for violations of the California Labor Code governing: failure to pay minimum wages, failure to pay overtime wages, failure to provide meal periods or compensate an additional hour of pay for missed or improper meal periods, failure to permit rest breaks or compensate an additional hour of pay for missed or improper rest periods, failure to provide accurate itemized wage statements, failure to pay all wages due upon separation of employment, failure to keep accurate and complete time and payroll records for employees, failure to timely pay wages during employment, failure to pay rest periods at the proper rate and failure to comply with Labor Code Section 226.2.

13. “Parties” means Plaintiffs and Defendant.

14. “Plaintiffs” means Diana Foy, Raymond Ybarra and Raymond Harris.

15. “Plaintiffs’ Counsel” means Paul K. Haines, Fletcher W. Schmidt, and Matthew K. Moen of Haines Law Group, APC., and Samuel Wong, Jessica Campbell, and Chelsea Hollins of Aegis Law Firm, PC.

16. “Settlement Administrator” means Phoenix Settlement Administrators (“Phoenix”).

## **II. RECITALS**

1. Plaintiffs allege that Defendant is liable for civil penalties under the PAGA as a result of its failure to: (i) pay all overtime wages; (ii) pay all minimum wages; (iii) provide all meal periods or provide compensation in lieu thereof; (iv) authorize and permit all rest periods or provide compensation in lieu thereof; (v) issue accurate, itemized wage statements; and (vi) pay all final wages due upon separation; (vii) pay all wages earned at least twice during the calendar month; (viii) maintain accurate time and payroll records; (ix) pay rest periods at the proper rate; (x) comply with Labor Code Section 226.2. Defendant denies these allegations and, in entering into this Settlement, Defendant does not admit the sufficiency of any claims, allegations, assertions, or contentions made against it in the Actions.

2. On June 17, 2021, the Parties participated in a full-day mediation with Steve Pearl, Esq. and ultimately reached a tentative global settlement to fully resolve all PAGA claims asserted in the Actions as to Plaintiffs and the Aggrieved Employees.

3. As a material term of this Settlement, the Parties agree that Plaintiff Harris will dismiss the *Harris* Action with prejudice as to Plaintiff Harris and without prejudice as to the allegedly aggrieved employees and the State of California, and will instead be added as a representative to the *Foy* Action. The Parties therefore also agree to stipulate to the filing of a Third Amended Complaint (“TAC”) in the *Foy* Action, adding Plaintiff Harris as a named plaintiff and to consolidate the factual allegations in the *Foy* action and *Harris* action. Upon the filing of the TAC in the *Foy* Action and as soon as practicable thereafter, Plaintiffs shall move the Court for approval of the Settlement.

### **III. OPERATIVE TERMS OF SETTLEMENT**

The Parties agree as follows:

1. **Non-Admission of Liability**. Defendant denies liability to Plaintiffs and to the Aggrieved Employees upon any claim or cause of action. This Settlement does not constitute, and is not intended to constitute, an admission by Defendant as to the merits, validity, or accuracy of any of the allegations or claims made against it in the Actions.

Nothing in this Settlement, nor any action taken in implementation thereof, nor any statements, discussions or communications, nor any materials prepared, exchanged, issued or used during the course of the negotiations leading to this Settlement, is intended by the Parties to constitute, nor will any of the foregoing constitute, be introduced, be used or be admissible in any way in this case or any other judicial, arbitral, administrative, investigative or other forum or proceeding as evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity. The Parties themselves agree not to introduce, use, or admit this Settlement, directly or indirectly, in this case or any other judicial, arbitral, administrative, investigative or other forum or proceeding, as purported evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity, or for any other purpose. Notwithstanding the foregoing, this Settlement may be used in any proceeding before the Court that has as its purpose the interpretation, implementation, or enforcement of this Settlement or any orders or judgments of the Court entered in connection with the Settlement.

2. **Gross Settlement Amount**. Defendant will pay \$1,895,000.00 as the non-reversionary Gross Settlement Amount. The Gross Settlement Amount will be deposited with the Settlement Administrator no later than 45 days after the Effective Date.

3. **Escalator Clause**. Defendant estimates that as of August 15, 2021, the Aggrieved Employees worked 228,447 PAGA pay periods during the PAGA Period. However, if the number of pay periods actually worked during the PAGA Period (as determined by the updated data provided to the Settlement Administrator) is more than 15% greater than this figure (i.e., if there are more than 262,714 PAGA pay periods worked by the Aggrieved Employees), Defendant agrees to increase the Gross Settlement Amount proportionately over the 15% grace amount (i.e., should the PAGA pay periods increase by 16%, the Gross Settlement Amount shall increase by 1%).

4. **Net Settlement Amount**. The Parties agree that the following amounts should be subtracted from the Gross Settlement Amount, subject to Court approval, resulting in a Net Settlement Amount to distribute to the LWDA and Aggrieved Employees:

- a. **Plaintiffs' Attorneys' Fees and Costs**. Defendant will not oppose Plaintiffs' request for attorneys' fees in the amount of up to one-third of the Gross Settlement Amount (\$631,666.66) and actual costs incurred in prosecuting this Action, up to \$22,500.00. In the event the Court approves a payment of less than these amounts, the difference will be added to the Net Settlement Amount. The Settlement Administrator will report these payments on IRS Form 1099 issued to Plaintiffs' Counsel.

- b. Plaintiffs' Enhancement Awards. Defendant will not oppose Plaintiffs' request for enhancement awards totaling \$15,000.00 (\$5,000.00 for each named Plaintiff) for their service to the State of California and the Aggrieved Employees and the risk Plaintiffs undertook by attaching their names to this Action. In the event the Court approves a payment of less than the requested amount, the difference will be added to the Net Settlement Amount. The Settlement Administrator will report this payment on IRS Form 1099 issued to Plaintiffs.
- c. Administration Costs. Defendant will not oppose the Settlement Administrator's costs in the amount up to \$12,250.00 for administering the Settlement. In the event the Court approves a payment of less than this amount, the difference will be added to the Net Settlement Amount. The Settlement Administrator will report this payment on IRS Form 1099 issued to the Settlement Administrator.

5. Allocation of Net Settlement Amount. The Net Settlement Amount will be distributed 75% to the LWDA and 25% to the Aggrieved Employees, pursuant to Labor Code § 2699(i). The 25% portion to be paid to Aggrieved Employees will be paid to all Aggrieved Employees based on the proportionate number of pay periods worked by each Aggrieved Employee during the PAGA Period as follows: Individual Settlement Payments will be calculated based on the proportionate number of pay periods worked by each Aggrieved Employee during the PAGA Period, by multiplying the Net Settlement Amount by a fraction, the numerator of which is each Aggrieved Employee's total pay periods worked during the PAGA Period, and the denominator of which is the total aggregate number of pay periods worked by all Aggrieved Employees during the PAGA Period.

6. PAGA Released Claims. In consideration for the payments awarded pursuant to the terms of this Settlement, Plaintiffs, in their capacity as private attorney generals and "aggrieved employees" acting on behalf of themselves, the State of California, and the Aggrieved Employees, agree that upon entry of an Order approving the Settlement, Plaintiffs and the Aggrieved Employees shall release Defendant from any and all PAGA Released Claims against Defendant that arose during the PAGA Period. Upon entry of the Order approving the Settlement and judgment entered thereon, Plaintiffs and the Aggrieved Employees will be forever barred from pursuing any and all of the PAGA Released Claims that arose during the PAGA Period against Defendant.

7. Covenants and Representations by Plaintiffs. Plaintiffs represent and warrant that they have not assigned or transferred, or purported to assign or transfer, to any person or entity, any claim or portion thereof, or interest therein, which is or may be subject to this Settlement. Plaintiffs acknowledge that they have read this Settlement, that they fully understand their rights, privileges and duties under the Settlement, and enter into this Settlement freely and voluntarily. Plaintiffs further acknowledge that they had the opportunity to consult with their attorneys to explain the terms of this Settlement and the consequences of signing this Settlement.

8. Judgment. As part of the Motion to approve the Settlement, Plaintiffs will submit a proposed order and judgment which enters judgment in the Action in accordance with the terms of the Settlement and which retains jurisdiction of the Court over the Action for the purpose of enforcing the terms of the Settlement following approval of the Settlement. This Settlement is expressly conditioned upon the Court entering an order as set forth herein. The order will not

release or bar any claims other than the PAGA Released Claims as to Plaintiffs and the Aggrieved Employees. The Parties agree to reasonably cooperate in preparing any other filings required by the Court for the approval of this Settlement.

9. **Publicity.** Plaintiffs and their counsel agree that they have not and will not publish the Actions or the Settlement. Plaintiffs will state that “the case was resolved and it was resolved confidentially” in response to any inquiries. Plaintiffs’ counsel shall not report the Actions or the Settlement in any medium or in any publication, shall not post or report anything regarding the claims of Plaintiffs or the Aggrieved Employees or the Settlement on their websites, and shall not contact any reporters or media regarding the Settlement. Despite this provision, Plaintiffs’ Counsel can discuss the Settlement with the court for purposes of approval and with Plaintiffs.

#### **IV. ADMINISTRATION OF SETTLEMENT**

1. **Settlement Administrator.** The Parties agree to use Phoenix Settlement Administrators to handle the administration of this Settlement.

2. **Provision of Information for Aggrieved Employees.** Within ten (10) business days after the Effective Date, Defendant will provide the Settlement Administrator with information for the Aggrieved Employees. Defendant will, in good faith, compile from its records a list of Aggrieved Employees that will be in a computer-readable format, such as a Microsoft Excel spreadsheet, and will include each Aggrieved Employee’s full name, last known mailing address, last known telephone number, pay period information, and Social Security numbers. Because Social Security numbers are included in the list, the Settlement Administrator will maintain the list in confidence, and access will be limited to those with a need to use the list as part of the administration of the Settlement.

Within ten (10) business days of receiving the Aggrieved Employees’ information from Defendant, the Settlement Administrator will circulate to counsel for both Parties an anonymized spreadsheet containing the Individual Settlement Payments to each Aggrieved Employee and the data used to calculate said payments. The Settlement Administrator will also determine whether the Escalator Clause in Paragraph III.3 has been triggered. The Settlement Administrator will obtain approval from all counsel for the Parties of the calculations before mailing Individual Settlement Payments.

3. **Explanatory Letter and Individual Settlement Payments.** Within five (5) business days of receiving approval from all counsel for the Parties, pursuant to Paragraph IV.2, the Settlement Administrator will perform a search on the National Change of Address database to update the Aggrieved Employees’ addresses.

Within ten (10) business days of receiving approval from all counsel for the Parties, pursuant to Paragraph IV.2, the Settlement Administrator will mail copies of the explanatory letter, which has been mutually approved by the Parties and is attached hereto as **Exhibit A**, in English and Spanish, along with the Individual Settlement Payments to all Aggrieved Employees via First-Class U.S. Mail.

Each Individual Settlement Payment will be deemed penalties and reported using IRS Form 1099. Checks will remain negotiable for one hundred eighty (180) days from the date they are mailed by the Settlement Administrator. Any check that is not negotiated within one hundred

eighty (180) days of mailing to an Aggrieved Employee will be transferred to the cy pres Public Counsel, a pro bono law firm offering legal aid to low-income individuals throughout California.

4. **Undeliverable Letters.** The Settlement Administrator will exercise its best judgment to determine the current mailing address for each Aggrieved Employee. The address identified by the Settlement Administrator as the current mailing address will be presumed to be the best mailing address for each Aggrieved Employee. Any checks returned as non-deliverable on or before the check cashing deadline will be sent promptly via First-Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a Skip-Trace or other search using the name, address or Social Security number of the Aggrieved Employee involved, and will perform a single re-mailing.

Defendant fully discharges its obligations to those Aggrieved Employees to whom they will pay an Individual Settlement Payment through the Settlement Administrator's initial mailing of a check, regardless of whether such checks are actually received and/or negotiated by Aggrieved Employees.

Plaintiffs and their counsel, as well as Defendant and their counsel shall not bear any responsibility for errors or omissions in the calculation or distribution of the settlement payments or the development of the list of recipients of settlement payments.

5. **Payment of Remainder.** Within ten (10) business days of receiving approval from all counsel for the Parties, pursuant to Paragraph IV.2, the Settlement Administrator will mail the following payments: (1) the 75% share of the Net Settlement Fund to the LWDA; (2) Court-approved attorneys' fees and costs to Plaintiffs' Counsel; (3) Court-approved enhancement awards to Plaintiffs; and (4) Court-approved administration costs to the Settlement Administrator.

6. **Accounting.** The Settlement Administrator will provide an accounting declaration under oath to the Parties of the amounts paid from the Settlement as soon as practicable after the check cashing deadline described in Paragraph IV.3.

7. **Tax Consequences.** Individual Settlement Payments made under this Settlement will be attributed 100% as penalties and interest and paid via IRS Form 1099 issued to each Aggrieved Employee. Neither Plaintiffs nor Defendant, nor counsel for either of the Parties, makes any representations or warranties with respect to tax consequences of any payment under this Settlement.

## **V. CIRCULAR 230 DISCLAIMER.**

EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR SHALL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE

ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISOR TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISOR'S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

## **VI. MISCELLANEOUS PROVISIONS**

1. **Successors.** This Settlement will be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators and successors.

2. **Governing Law.** This Settlement will be construed under and governed by the laws of the State of California, without regard to choice of law principles. All questions of validity, interpretation or performance of any of its terms or of any rights or obligations of the Parties to this Settlement will be governed by California law. If any legal or equitable action is necessary to enforce the terms of this Settlement, it will be brought in the State of California, County of San Bernardino.

3. **Complete Agreement.** The Parties each acknowledge and represent that no promise or representation not contained in this Settlement has been made to them and acknowledge and represent that this Settlement contains the entire understanding between them and contains all terms and conditions pertaining to the compromise and settlement of the Action. This Settlement cannot be amended or modified except by a writing signed by the Parties hereto.

4. **Nullification of Settlement.** In the event that: (i) the Court does not approve the Settlement as provided herein; or (ii) the Settlement does not become final for any other reason, then this Settlement and any documents generated to bring it into effect, will be null and void, and the Parties will be returned to their original respective positions.

5. **Judgment and Continued Jurisdiction.** After approval of this Settlement, the Court will have continuing jurisdiction per California Code of Civil Procedure § 664.6 solely for purposes of addressing: (i) the interpretation and enforcement of the terms of the Settlement; (ii) settlement administration matters; and (iii) such post-judgment matters as may be appropriate under court rules or as set forth in this Settlement.

6. **Amendment or Modification.** This Settlement may be amended or modified only by a written instrument, signed by the Parties or their successors-in-interest or counsel for the Parties.

7. **Authorization to Enter into Settlement.** Counsel for the Parties warrant and represent that they are expressly authorized by the Parties whom they represent to negotiate this Settlement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Settlement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. If they are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

8. **Execution and Counterparts.** This Settlement is subject only to the execution of the Parties. However, the Settlement may be executed in one or more counterparts. All executed counterparts, and each of them, including facsimile and scanned copies of the signature page, will be deemed to be one and the same instrument provided that counsel for the Parties will exchange among themselves original signed counterparts.

9. **Acknowledgement that the Settlement is Fair and Reasonable.** The Parties believe this Settlement is a fair, adequate and reasonable settlement of the Action, and have arrived at this Settlement after arm's-length negotiations by experienced counsel. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement.

10. **Invalidity of Any Provision.** Before declaring any provision of this Settlement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents, so as to define all provisions of this Settlement valid and enforceable.

11. **Severability.** If any term or provision of this Settlement is held to be invalid or unenforceable, the remaining portions of this Settlement will continue to be valid and will be performed, construed and enforced to the fullest extent permitted by law, and the invalid or unenforceable term will be deemed amended and limited in accordance with the intent of the Parties, as determined from the face of the Settlement, to the extent necessary to permit the maximum enforceability or validation of the term or provision.

12. **Waiver.** No waiver of any condition or covenant contained in this Settlement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such Party of the same or any other condition, covenant, right or remedy.

13. **Enforcement Action.** In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

14. **Mutual Preparation.** The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement. Accordingly, this Settlement will not be construed more strictly

against one Party merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arm's-length negotiations between the Parties, all Parties have contributed to the preparation of this Settlement.

15. **Representation by Counsel.** The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement, and this Settlement has been executed with the consent and advice of counsel and reviewed in full.

16. **Cooperation and Execution of Necessary Documents.** The Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement. The Parties agree to work cooperatively, diligently and in good faith to ensure that all documents necessary to seek the Court's approval of this Settlement are timely filed.

17. **Binding Agreement.** The Parties warrant that they understand and have full authority to enter into this Settlement, and further intend that this Settlement will be fully enforceable and binding on all Parties and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

**IN WITNESS THEREOF**, the Parties to this Settlement each acknowledge that they have read the foregoing Settlement, accept and agree to the provisions contained in this Settlement and hereby execute it voluntarily and with full understanding of its consequences.

**RAYMOND HARRIS**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Raymond Harris, Plaintiff

**DIANA FOY**

Dated: 11/12/2021  
\_\_\_\_\_

DocuSigned by:  
*Diana Foy*  
825F647BD343457 ...  
\_\_\_\_\_  
Diana Foy, Plaintiff

**RAYMOND YBARRA**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Raymond Ybarra, Plaintiff

**EXEL INC., DBA DHL SUPPLY CHAIN**

Dated: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

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**RAYMOND HARRIS**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Raymond Harris, Plaintiff

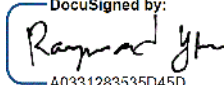
**DIANA FOY**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Diana Foy, Plaintiff

**RAYMOND YBARRA**

Dated: 11/12/2021  
\_\_\_\_\_

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\_\_\_\_\_  
Raymond Ybarra, Plaintiff

**EXEL INC., DBA DHL SUPPLY CHAIN**

Dated: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

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**RAYMOND HARRIS**

Dated: Nov 11, 2021

  
Raymond H Harris Jr (Nov 11, 2021 22:59 PST)

Raymond Harris, Plaintiff

**DIANA FOY**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Diana Foy, Plaintiff

**RAYMOND YBARRA**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Raymond Ybarra, Plaintiff

**EXEL INC., DBA DHL SUPPLY CHAIN**

Dated: 11/15/2021

  
By: Andrew O. Etter  
Title: Senior Legal Counsel

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**APPROVED AS TO FORM AND CONTENT:**

Dated: 10-12-21

**HAINES LAW GROUP, APC**

By:   
Fletcher W. Schmidt  
Attorneys for Plaintiff, Raymond Harris

Dated: \_\_\_\_\_

**AEGIS LAW FIRM, PC**

By: \_\_\_\_\_  
Samuel Wong  
Jessica Campbell  
Chelsea D. Hollins  
Attorneys for Plaintiffs, Diana Foy and  
Raymond Ybarra

Dated: \_\_\_\_\_

**FISHER & PHILLIPS LLP**

By: \_\_\_\_\_  
Boris Sorsher  
Ashton M. Riley  
Attorneys for Defendant

**APPROVED AS TO FORM AND CONTENT:**

Dated: \_\_\_\_\_

**HAINES LAW GROUP, APC**

By: \_\_\_\_\_

Fletcher W. Schmidt

Attorneys for Plaintiff, Raymond Harris

Dated: November 12, 2021

**AEGIS LAW FIRM, PC**

By:  \_\_\_\_\_

Samuel Wong

Jessica Campbell

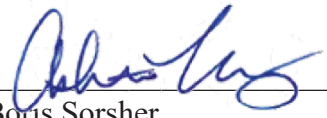
Chelsea D. Hollins

Attorneys for Plaintiffs, Diana Foy and

Raymond Ybarra

Dated: November 16, 2021

**FISHER & PHILLIPS LLP**

By:  \_\_\_\_\_

Boris Sorsher

Ashton M. Riley

Attorneys for Defendant

# **EXHIBIT A**

# **NOTICE OF PAGA SETTLEMENT AND RELEASE OF CLAIMS**

*Diana Foy, et al. v. Exel Inc. dba DHL Supply Chain*

*Kern County Superior Court, Case No. BCV-20-102463*

<<Name>>

<<Address>>

<<City>>, <<State>> <<Zip Code>>

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## **I. NOTICE OF PAGA SETTLEMENT**

The Kern County Superior Court (the “Court”) has approved the PAGA Settlement Agreement (“Settlement”) in the above-captioned lawsuit filed by Diana Foy, Raymond Ybarra, and Raymond Harris (“Plaintiffs”) on behalf of themselves and all other aggrieved employees, including you.

In this lawsuit, Plaintiffs seek to recover civil penalties for alleged violations of a California law known as the Private Attorneys General Act (“PAGA”). Plaintiffs are acting as “private attorney generals” on behalf of the California Labor and Workforce Development Agency (“LWDA”) and other aggrieved employees. Plaintiffs allege that PAGA penalties are owed because Defendant Exel Inc. dba DHL Supply Chain (“DHL”) failed to: (i) pay all overtime wages; (ii) pay all minimum wages; (iii) provide all meal periods or provide compensation in lieu thereof; (iv) authorize and permit all rest periods or provide compensation in lieu thereof; (v) issue accurate, itemized wage statements; and (vi) pay all final wages due upon separation; (vii) pay all wages earned at least twice during the calendar month; (viii) maintain accurate time and payroll records; (ix) pay rest periods at the proper rate; and (x) comply with Labor Code Section 226.2.

The Court has ***not*** made a determination about Plaintiffs’ claims. This Notice is not to be understood as an expression of any opinion by the Court as to the merits of Plaintiffs’ claims. DHL maintains that Plaintiffs’ allegations are without merit and enters into this Settlement with no admission of liability, and solely for the purposes of compromising and settling the lawsuit to avoid the cost and operational burden of continued litigation.

You are receiving this Notice because you are in the group of employees referred to as the “Aggrieved Employees,” which is defined as: all current and former non-exempt employees of DHL who worked in the State of California at any time between October 21, 2019 to August 15, 2021.

The “PAGA Period” is defined as October 21, 2019 to August 15, 2021.

## **II. CALCULATION OF INDIVIDUAL SETTLEMENT PAYMENT**

Each Aggrieved Employee is receiving a share of the Net Settlement Amount based on the proportionate number of pay periods worked by each Aggrieved Employee during the PAGA Period, by multiplying the Net Settlement Amount by a fraction, the numerator of which is each Aggrieved Employee’s total pay

periods worked during the PAGA Period, and the denominator of which is the total aggregate number of pay periods worked by all Aggrieved Employees during the PAGA Period.

According to DHL's records, you worked [THIS EMPLOYEE'S PAY PERIODS] during the PAGA Period. The total number of pay periods worked by all Aggrieved Employees during the PAGA Period is [TOTAL PAY PERIODS].

Therefore, your Individual Settlement Payment has been calculated at \$[AMOUNT PAID TO THIS EMPLOYEE]. Your payment is enclosed with this Notice.

### **III. RELEASE**

On [PAGA APPROVAL DATE], the Court approved the parties' Settlement Agreement (the "Settlement"). By operation of the Settlement's terms, all Aggrieved Employees shall release DHL from any and all claims asserted in the action under PAGA, or that could have been asserted in the action under PAGA based on the facts alleged, including but not limited to any and all claims for PAGA penalties for violations of the California Labor Code governing: failure to pay minimum wages, failure to pay overtime wages, failure to provide meal periods or compensate an additional hour of pay for missed or improper meal periods, failure to permit rest breaks or compensate an additional hour of pay for missed or improper rest periods, failure to provide accurate itemized wage statements, failure to pay all wages due upon separation of employment, failure to keep accurate and complete time and payroll records for employees, failure to timely pay wages during employment, failure to pay rest periods at the proper rate and failure to comply with Labor Code Section 226.2, that arose during the PAGA period ("PAGA Released Claims").

Upon entry of the Order approving the Settlement, Plaintiffs and the Aggrieved Employee are forever barred from pursuing any and all of the PAGA Released Claims that arose during the PAGA Period against DHL.

### **IV. SETTLEMENT ADMINISTRATOR**

**PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.**

You may call the Court-approved Settlement Administrator, Phoenix Settlement Administrators, at [ADMINISTRATOR INFO] with any questions.

Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall direct all unclaimed funds to Public Counsel, the parties' *cy pres* designee. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.